

CUCKFIELD PARISH COUNCIL



Queen's Hall, High Street, Cuckfield, RH17 5EL

ALLOTMENT TENANCY AGREEMENT

Dated 1st April 20XX

**This is an agreement between Cuckfield Parish Council
and
The Tenant**

**XXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
Cuckfield
RH17 XXX**

Allotment Number: X
Allotment Site: Courtmead Road/Whitemans Green
Allotment Size: X

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1. The yearly Allotment Rent will be subject to annual review by the Council, and is to be paid on 1st April 2017 and on 1st April every subsequent year. Full payment is due on issue of the agreement and is non-refundable. Failure to pay will result in cancellation of the agreement.
2. The Tenancy is subject to the following conditions:
 - i. The allotment garden will be used as an allotment garden and for no other purpose without the prior consent, in writing, of the Council.
 - ii. To keep the allotment garden clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation and productivity and to keep any pathway or track free of weeds.
 - iii. Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or obstruct or encroach on any pathway or roadway set out by the Council for the use of the occupiers of the allotment gardens.
 - iv. Not without the written consent of the Council to cut or prune any timber or trees other than those directly bordering the Tenant's allotment garden.
 - v. Not to keep or permit to be kept any livestock or animals of any kind on the allotment except hens and rabbits.
 - vi. Not without the written consent of the Council to erect any building/structure on the allotment. The Council must first approve the design, type of construction material to be used and size of structure, including housing for rabbits and hens. No cockerels are allowed to be kept on an allotment.

Note: Hens must have adequate space for accommodation and separate run space.

The minimum size requirements are 1ft square for hen house per bird and 1m square for run space per bird, with enough space for chickens to exercise, stretch their wings and carry out normal behaviours. The birds must have continuous daytime access to open air runs especially in hot weather or when it is humid, this must also have overhead cover such as a small tree or a purpose built shelter. There should be access for the hens to dustbathe and forage on dry soil.

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Note: Sheds can be erected on an allotment garden with prior approval of the Council, the structure cannot be larger than 8ft by 6ft and not placed on a concrete base.

- vii. The Council shall accept no liability in respect of any claim whatsoever arising from personal injury to the Tenant or any third party and the Tenant agrees to compensate the Council in respect of any such claim made against it.
 - viii. The Tenant must reside within the Parish of Cuckfield.
 - ix. The Tenant shall pay a deposit of £50 on accepting the Tenancy of the plot, which must accompany his/her signed Tenancy agreement. This deposit would be used to offset any costs which may be incurred by the Council at the termination of the agreement. This deposit is refundable if no costs are incurred after satisfactory inspection of allotment.
 - x. That any case or dispute between the Tenant and any other occupier of an allotment garden in the allotment field shall be referred to the Council whose decision will be final.
 - xi. That if the Council decide at any time to alter any boundaries or the layout of the allotment field the Tenant will immediately on being given notice in accordance with Clause 10, vacate the allotment garden and where practically possible the Council will offer the Tenant an alternative allotment garden as decided by the Council.
 - xii. By re-entry by the Council at any time after giving three month's previous notice in writing to the Tenant on account of the allotment garden being required (i) for any purpose (not being the use of the same for agriculture) for which it was acquired or has been appropriated under any statutory provision or (ii) for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes.
3. The Tenancy can be terminated by the Council, giving 1 months' notice if:
- i. the rent is in arrears for 40 days or more
 - ii. after 3 months' Tenancy the allotment is not clear and in a good state of preparation and or cultivation

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- iii. the Tenant has failed to comply, within a reasonable time as decided by the Council, with a notice requiring the Tenant to remedy any failure to observe the conditions of this agreement.
4. The Tenancy can also be terminated by:
- i. The Council giving 3 months' notice in writing at any time, if the allotment or any part of the allotment, is required for building works, repairs or improvement will include any appropriations associated with statutory obligations placed by the Council by other agencies.
 - ii. The Tenant giving 3 months' notice at any time.
5. The Tenant will:
- i. Not place on the allotment or surrounding areas any refuse or decaying matter (except reasonable quantities of manure and compost as required for personal cultivation) or building materials including wood.
 - ii. Not bring any dog onto the allotment gardens unless on a leash and any fouling be removed.
 - iii. Not bring any firearms or ammunition for a firearm, or any projectile or device for launching projectiles onto the allotment. Trapping of vermin shall be confined to the allotment garden and be conducted in an approved manner as agreed with the Council.
 - iv. Keep the allotment fertile, strimmed and clean with a minimum two thirds under cultivation.
 - v. Not sub-let or assign, to another person any part of the allotment.
 - vi. Not use any barbed wire or corrugated metal sheeting or any other sharp materials for a fence adjoining a path set out by the Council.
 - vii. Keep the use of bonfires to a minimum. Where a fire is needed for disposal then it shall be lit or remain lit while weather conditions will keep smoke away from residential properties. If used, they must be supervised throughout with water available in close proximity in case of emergency and must be extinguished one hour before leaving the site. Fires may not be lit during periods of drought.
 - viii. Not erect any notice or advertisement on the allotment other than that required by the Council to identify the allotment.

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- ix. Will notify the Council of any change of address.
 - x. Will ensure all pesticides are stored in accordance with COPRA (1997) regulations.
 - xi. When using sprays or fertilisers take all reasonable care not to adversely affect members of the public, wildlife, neighbouring plots and boundaries.
 - xii. Only water the allotment using hand held hose pipes and watering cans, the use of sprinklers is forbidden.
 - xiii. On termination of this agreement, the Tenant will make arrangements for the removal of all personal property within 30 days.
 - xiv. At the end of the Tenancy ensure that any sheds/ structures are removed from the allotment garden, or left in good condition at no cost for the next Tenant.
 - xv. Will not plant any tree other than fruit trees and those should be of a dwarf variety, without permission from the Council.
 - xvi. Ensure Children are supervised at all times when on allotments.
6. Any officer or member of the Council will be entitled, at any time so directed by the Council, to enter and inspect the allotment.
 7. The Tenancy will end on the death of the Tenant. The Tenant's surviving family may continue with the Tenancy, with the consent of the Council and on signing of a new Tenancy agreement.
 8. From time to time the Council may add additional rules as are necessary to maintain the infrastructure and integrity of the Allotment Gardens and management thereof.
 9. Any notice required to be given by the Council to the Tenant may be signed on behalf of the Council by the Clerk to the Council for the time being and may be served on the Tenant either personally or by leaving it at his last known place of abode.
 10. The Tenant shall observe and perform any other special conditions which the Council consider necessary to preserve the allotment from deterioration.
 11. This agreement replaces all previous allotment agreements, between the Council and the Tenant and if not returned signed within 30 days of receipt, serves as 12 months' notice of termination in accordance with the Allotments Act.

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Dated 1st April 20XX

Signed (Parish Council Staff)

Date:

Signed (Tenant)

Date:
